



FOOD VENDOR APPLICATION CHRISTMAS AT THE CROSSING

COLORADO RIVER STATE HISTORIC PARK 201 N. 4TH AVENUE

December 19 – 20 – 21, 2024 5pm to 10pm

Business Name / DBA _____

Applicant First and Last Name _____

Applicant’s Email _____ Applicant’s Phone Number _____

Applicant’s Mailing Address (include state and zip code)

AZ Transaction Privilege Tax ID Number _____

Event Name: ***Christmas at the Crossing*** Location: ***Colorado River State Historic Park*** Date: ***12/19 – 21*** Hours: ***5pm – 10pm***

Booth description (food truck/trailer or pop-up tent.) Please list food items that will be available for purchase by attendees.

All food vendors must have a Food Handlers Permit issued by the Yuma County Public Health Dept., a valid business license issued by the City of Yuma or an Itinerant Food Service License with the Yuma County Public Health Dept . A valid Cottage Food License issued by the Yuma County Public Health Dept. is also acceptable.

Business and Health Dept. contact numbers –

City of Yuma Business License Office **928-373-5074**
Yuma County Health Dept. **928-317-4584**

- Booth fees are non-refundable. Three day food booth vendor fees:
Food Trucks or Trailers \$300.00 Please indicate size required _____

- Electricity is not provided, please see page 2 for generator requirements.
- Vendor extension cords may not link together or run across a walkway.
- Fees are paid to the Yuma Crossing National Heritage Area. In person or mailed to:

Yuma Crossing National Heritage Area 180 W. 1st Street, Suite E Yuma, AZ 85364

- Major credit cards accepted in person or by phone at 928-373-5196
- Completed applications may be returned to the above address or emailed to Teri.Ingram@YumaAz.gov**

For Office Use Only

Booth Fee _____ Payment Date _____ Payment Method _____

Health Dept. Verification _____ COY Business License _____ Event _____

Terms and Conditions

1. The safety and health of event attendees, staff, and exhibitors is a priority. The event will comply with all local, state, and federal regulations regarding public safety and health. Vendors will be notified should any aspect of the event change due to public health concerns or regulation.
2. Electricity is not available. Vendors should bring their own generator for their power needs; the MAXIMUM decibel level is 80 dB. Vendors shall monitor generator noise level to ensure vendor is in compliance. Generators to be found to exceed the maximum decibel level will be asked to shut off and find another source of power.
3. ***All vendors are required to decorate their booths with a festive Christmas theme, incorporating holiday decorations, lights, and ornaments. Use of traditional Christmas colors such as red, green, white, and gold is encouraged to enhance the overall atmosphere of the event.***
4. ***Christmas at the Crossing is a 3-day event. All vendors are expected to attend all 3 days of the event.***
5. Vendors selling products (including food) must provide their AZ Transaction Privilege Tax ID Number. Vendors are responsible for remitting any applicable sales tax to the AZ Dept. of Revenue.
6. Vendors must provide a certificate of liability insurance. See page 4 for insurance requirements.
7. Early set up is **12/18/24 from 9am to 4pm**. All vehicles must be off the grounds no later than **4PM**.
8. Day of event set up is between **8am and 4pm**. All vehicles must be off the grounds no later than **4PM**.
9. It is mandatory that all vendors be completely set up one hour before the event and must stay open until the event closes.
10. Vendors shall not obstruct walkways.
11. Access to WIFI at the festival venue is limited. Vendors are encouraged to bring their own WIFI hotspot for their internet needs.
12. Vendors in violation of the festival terms and conditions will not be consider for future events.
13. Overnight security will be present, however the event organizers are not responsible for the security of vendor booths. Vendors are responsible to secure their own booths, supplies, and equipment.

Applications must be received by **December 2, 2024**. Incomplete applications will not be processed.

Completed applications and/or questions regarding the festival can be directed to
Teri Ingram at 928-373-5196 or by email to:
Teri.Ingram@YumaAz.gov

Acknowledgement and Release

The Vendor signing this application acknowledges they have read, understand, and agree to all the event's rules and regulations and the Vendor Insurance and Indemnity Requirements for the Yuma Crossing National Heritage Area. The organizers reserve the right to refuse entrance to any said event based on non-compliance with rules and regulations.

By signing below, I agree that I will assume all risks that arise from my participation. I also hereby waive any claims against the Yuma Crossing National Heritage Area and its co-sponsors for any injuries or loss that arise from our participation. Further, I grant full permission to the event organizers, promoters and sponsors or any agent authorized by them, to use any photographs, videos, recordings, or any other record of this event for any legitimate purpose. I acknowledge that I have read, understand, and agree to all the Vendor Rules and Regulations, and Vendor Insurance and Indemnity Requirements, both of which are attached and incorporated to this agreement by reference.

Signature _____ Date _____

Food Vendor Packet

Food Vendor Terms and Conditions

1. All food vendors, including non-profits, must have a food handlers permit, issued by the Yuma County Public Health District, and must be visibly posted inside the concession booth.
2. In addition to a food handlers permit, all food vendors, including non-profits, must include a copy of one of the following licenses:
 - City of Yuma Business License
 - Itinerant Food Service License issued by the Yuma County Public Health District
 - Cottage Food Service License issued by the Yuma County Public Health District
3. All vendor booths must have a 2A:10B:C rated portable fire extinguisher. All cooking equipment capable of producing a grease laden vapor that is under any tent, canopy, overhang, roofed enclosure, etc. must be protected with a Type I hood system with fire suppression, Class K portable fire extinguisher is required within 30' of cooking equipment.
4. Food booths are subject to inspection by the Yuma County Public Health District and the Yuma Fire Dept.. No refunds will be issued for booths that are shut down due to non-compliance with health or fire department standards.
5. All vendors must provide their AZ Transaction Privilege Tax ID Number.
6. All food vendors, including non-profits, must adhere to published "guidelines for temporary and special events food and drink concessions" as set forth by the Yuma County Public Health District.
7. No leftover food, cooking oils, or grease can be dumped into trashcans or planter areas.
8. No children are allowed in the booths with open flames or grills.

Acknowledgement and Release

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By signing below, I agree that I will assume all risks that arise from my participation. I also hereby waive any claims against the City of Yuma and its co-sponsors for any injuries or loss that arise from our participation. Further, I grant full permission to the event organizers, promoters and sponsors or any agent authorized by them, to use any photographs, videos, recordings, or any other record of this event for any legitimate purpose. I acknowledge that I have read, understand, and agree to all the Vendor Rules and Regulations, and Vendor Insurance and Indemnity Requirements, both of which are attached and incorporated to this agreement by reference.

I agree to adhere to all local Fire and Life Safety Codes including but not limited to; having a serviced, operational 2A:10B:C AND Class K Fire Extinguisher present (if utilizing cooking equipment), not cooking under any overhang, tent, canopy, enclosure, etc., unless protected by a Type II Hood System, and properly utilizing and securing fuel/energy sources, etc. By signing below, I understand failure to adhere to these code requirements will result in being denied from participating in the event.

Signature _____

Date _____

Insurance Requirements

Insurance:

- Vendors are required to provide public liability and property damage insurance, issued by a company authorized to do business in the State of Arizona and rated no less than A- in the most recent edition of "Best's Insurance Guide" or otherwise reasonably acceptable to YCNHA, for a combined single limit of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. The effective dates for the insurance must reflect the total days in the park – including set up the actual dates of event, and the day after the event if that day is to be used for cleanup. The policy shall be written on an occurrence basis.
- The policy shall be a combined single limit for the benefit of third parties on account of any liability fixed by law. The policy shall name and endorse **the Yuma Crossing National Heritage Area and its departments, agents, officials, officers, directors, employees, and volunteers, the City of Yuma and its departments, agents, officials, officers, directors, employees, and volunteers, and Arizona State Parks and Trails and its departments, agents, officials, officers, directors, employees, and volunteers as an additional insured.**
- A certificate of insurance with additional insured endorsement must be provided to the YCNHA no later than 30 days prior to the scheduled event, subject to cancellation of said event and forfeiture of all fees.
- The policy shall contain a provision whereby the insurance company agrees to give all named insureds thirty (30) days written notice before the insurance is cancelled or reduced. The amount of insurance required in this Section does not operate to limit the liability in this Contract.
- Workers Compensation: Vendor understands and agrees that Lessee's employees, agents, contractors, volunteers, and directors, are not serving as employee of the YCNHA, the City of Yuma or Arizona State Parks in any manner and therefore are not entitled to any of the YCNHA's, the City of Yuma's or Arizona State Parks' industrial benefit coverages, including Workers' Compensation coverages. Vendor acknowledges that any injury its employees sustain in the performance of this Contract will not be eligible for industrial benefits and any necessary treatment will be the Vendor, or Vendor's insurers, sole responsibility.

Indemnification:

- To the fullest extent allowable by law, Vendor ("Indemnitor") agrees to indemnify, defend, and hold harmless the Yuma Crossing National Heritage Area and its departments, agents, officials, officers, directors, employees, and volunteers, the City of Yuma and its departments, agents, officials, officers, directors, employees, and volunteers, and Arizona State Parks and Trails and its departments, agents, officials, officers, directors, employees, and volunteers (collectively "Indemnitees") from and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses (collectively "Claims"), to the extent such Claims result from and/or arise out of Indemnitor's intentional, reckless, or negligent acts, directives, mistakes, errors, or omissions in performance or non-performance of any provisions of this Agreement.

Additional Insured:

- Please list the following entities as additional insured on certificate of insurance.

Yuma Crossing National Heritage Area
180 W. 1st Street, Suite E
Yuma, AZ 85364

City of Yuma
1 City Plaza
Yuma, AZ 85364

AZ State Parks & Trails
23751 N. 23 Ave., #190
Phoenix, AZ 85085

Alcoholic Beverages:

- Vendors may not sell alcoholic beverages. Alcohol will be available for purchase by a pre-approved, licensed vendor.